

THIS INSTRUMENT PREPARED BY:
Merchants & Farmers Bank
P.O. Box 520
KOSCIUSKO, MS 39090
(662)289-5121

AFTER RECORDING RETURN TO:
M&F BANK
510 CHURCH RD W
SOUTHAVEN, MS 38671

LOAN NUMBER: 1859485

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MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 26th day of October, 2009, between ALAN L TATUM, whose address is 1260 THAMES DR, SOUTHAVEN, Mississippi 38671 ; and TINA TATUM, whose address is 1260 THAMES DR, SOUTHAVEN, Mississippi 38671 ("Borrower"), and Merchants & Farmers Bank whose address is 1287 STATELINE ROAD, SOUTHAVEN, Mississippi 38671 ("Lender").

Merchants & Farmers Bank and Borrower entered into a Deed of Trust dated May 28, 2008 and recorded on June 11, 2008, in Book 2,910, Page 541, records of CHANCERY CLERK OFFICE of DESOTO, State of Mississippi ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 10449 KRISTEN DR, Olive Branch, Mississippi 38654

Legal Description: LOT 589, SECTION N. MAGNOLIA ESTATES SUBDIVISION, SITUATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 52, PAGE 43, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

INDEXING INSTRUCTIONS: SECTION 35, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Deed of Trust. Borrower and Lender hereby agree to modify the Deed of Trust as follows:

- MODIFIES MATURITY DATE TO 11-03-2014, ALSO RE-RECORDED DEED OF TRUST DATED 7/02/2008, BOOK 2,920, PAGE 234, ALSO RE-RECORDED DEED OF TRUST DATED 07/22/2008, BOOK 2,926, PAGE 548.

Borrower and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness

AT 22

thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Deed of Trust does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

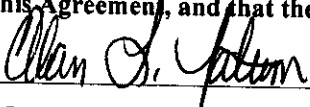
ADDITIONAL PROVISIONS. ALAN L TATUM

TINA TATUM


NOTE #1859485

IN THE AMOUNT OF \$81,820.58

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

 10/27/09
ALAN L TATUM
Individually

Date

 10/27/09
TINA TATUM
Individually

Date

INDIVIDUAL ACKNOWLEDGMENT

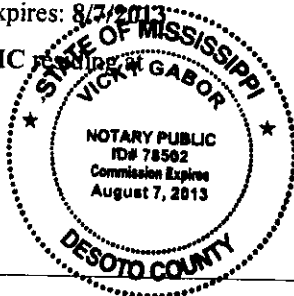
STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the above named county and state, on this 27th October 2009, within my jurisdiction, the within named **ALAN L TATUM**, who acknowledged that he/she executed the above and foregoing instrument. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 8/7/2013

NOTARY PUBLIC



(Official Seal)

Vicky Gabor
VICKY GABOR
 NOTARY PUBLIC
 Desoto County, MS
 Acting in the County of Desoto, MS

INDIVIDUAL ACKNOWLEDGMENT

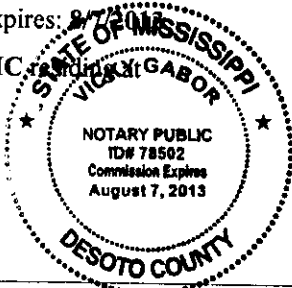
STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for the above named county and state, on this 27th October 2009, within my jurisdiction, the within named **TINA TATUM**, who acknowledged that he/she executed the above and foregoing instrument. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 8/7/2013

NOTARY PUBLIC



(Official Seal)

Vicky Gabor
VICKY GABOR
 NOTARY PUBLIC
 Desoto County, MS
 Acting in the County of Desoto, MS

LENDER: Merchants & Farmers Bank

[Signature] **OCT 27 2009**

By:
Its:

Date

BUSINESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

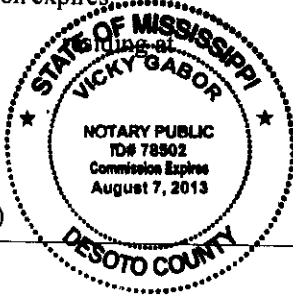
On this the 27th, October, 2009, before me, Vicky Gabor, a notary, personally appeared Amy Hucovich, ~~past vice president~~ on behalf of Merchants & Farmers Bank, a(n) Corporation, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as _____ of Merchants & Farmers Bank, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:

Vicky Gabor

Desoto County, MS
Acting in the County of Desoto, MS



(Official Seal)

Initials